

# EXHIBIT “A”

**SUMMONS**  
**(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:** Global Imaging Acquisition Group, (AVISO AL DEMANDADO): LLC, a Wisconsin limited liability company; Charles M. Jahnke, an individual; Jennifer Jahnke an individual; and Does 1 through 25, inclusive

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**ELECTRONICALLY FILED**

Superior Court of California,  
County of San Diego

**02/15/2018 at 02:44:36 PM**

Clerk of the Superior Court  
By Valeria Contreras, Deputy Clerk

**YOU ARE BEING SUED BY PLAINTIFF:** Gordon + Holmes, LLP, a (LO ESTÁ DEMANDANDO EL DEMANDANTE): California limited liability partnership

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California  
Central Division  
330 West Broadway  
San Diego 92101

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Frederic L. Gordon, Esq.

619-696-0444 619-696-1144

Gordon + Holmes

223 West Date Street  
San Diego, CA 92101

DATE: 02/16/2018  
(Fecha)

Clerk, by \_\_\_\_\_  
(Secretario)

V. Contreras

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):  
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

Frederic L. Gordon (SBN 98994)  
Rhonda J. Holmes (SBN 157017)  
Andrew G. Nagurney (SBN 301894)  
GORDON & HOLMES  
223 W. Date Street  
San Diego, California 92101-3571  
Tel: 619-696-0444 Fax: 619-696-1144

Attorneys for Plaintiff  
GORDON + HOLMES, LLP

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**02/15/2018** at 02:44:36 PM  
Clerk of the Superior Court  
By Valeria Contreras, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO, CENTRAL DIVISION**

GORDON + HOLMES, LLP, a California  
limited liability partnership,

Plaintiff,

v.

GLOBAL IMAGING ACQUISITION  
GROUP, LLC, a Wisconsin limited liability  
company; CHARLES M. JAHNKE, an  
individual; JENNIFER JAHNKE an  
individual; and DOES 1 through 25,  
inclusive,

Defendants.

Case No.: 37-2018-00008261-CU-BC-CTL

**COMPLAINT FOR:**

1. Breach of Contract;
2. Breach of the Implied Covenant of  
Good Faith and Fair Dealing

**IMAGED FILE**

**UNLIMITED CIVIL JURISDICTION**  
**JURY TRIAL DEMANDED**

Plaintiff GORDON + HOLMES, LLP, a California limited liability partnership, ("G & H")  
alleges as follows:

**PARTIES**

1. G & H is, and at all times mentioned herein was, a limited liability partnership duly  
organized and existing under the laws of the State of California with its principal office in the  
County of San Diego, State of California. G & H is engaged in the business of law and is a civil trial  
firm frequently known as Gordon & Holmes.

2. GLOBAL IMAGING ACQUISITIONS GROUP, LLC ("GIAG") is, and at all times  
mentioned herein was, a limited liability company duly organized and existing under the laws of the

1 is engaged in the business of ultrasound probe repairs and sales.

2 3. GIAG is a former client of G & H. GIAG retained G & H's services to prosecute an  
3 ongoing lawsuit.

4 4. CHARLES M. JAHNKE is, and at all times mentioned herein was, an individual  
5 residing in the State of Wisconsin, County of Waukesha. CHARLES M. JAHNKE is the President  
6 of GIAG.

7 5. JENNY JAHNKE is, and at all times mentioned herein was, an individual residing in  
8 the State of Wisconsin, County of Waukesha. JENNY JAHNKE is the sole owner of GIAG.

9 6. CHARLES JAHNKE and JENNY JAHNKE (collectively the "JAHNKES") are  
10 husband and wife and the only principals of GIAG.

11 7. There exists such a unity of interest and ownership between the JAHNKES and  
12 GIAG that the JAHNKES and GIAG are alter egos of one another.

13 8. As husband and wife and President and sole owner respectively, the JAHNKES have  
14 a unity of ownership and interest between themselves individually and GIAG. As a result, the  
15 JAHNKES dominate the affairs of GIAG, such that GIAG is a mere shell and naked framework for  
16 their individual interests and control.

17 9. On information and belief, the JAHNKES use and have used GIAG's income for their  
18 personal use and allowed GIAG to be inadequately capitalized. GIAG failed to issue stock and abide  
19 by the formalities of corporate existence as a result of the JAHNKES control, management and  
20 operations. On information and belief, GIAG is and has been insolvent. Under these circumstances,  
21 adherence to the fiction of a separate corporation existence would promote injustice and be  
22 inequitable.

23 10. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
24 DOES 1 through 25, inclusive, and therefore sues said Defendants by said fictitious names. Plaintiff  
25 will move to amend the Complaint to allege the true names and capacities of said Defendants when  
26 ascertained. Plaintiff is informed and believes and thereon alleges that each of said fictitiously  
27 named Defendants are legally responsible in some manner for the occurrences and damages alleged  
28 herein, and that Plaintiff's damages as herein alleged are proximately caused by said Defendants'



1 acts.

2 11. Plaintiff is informed and believes and thereon alleges that at all times herein  
3 mentioned, all the named Defendants were the agents, servants, employees, instrumentalities,  
4 representatives, co-venturers and partners of the other co-Defendants, and in doing the things  
5 hereafter alleged, were acting within the scope of their authority as agents, servants, employees,  
6 instrumentalities, representatives, co-venturers and partners, and with the permission and consent of  
7 their co-Defendants, and as such share liability with each other in respect to the matters complained  
8 of herein.

9 Jurisdiction and Venue

10 12. Jurisdiction and venue are proper in this Court because: (i) G & H maintains its  
11 principal office in the County of San Diego, State of California; (ii) exclusive, mandatory  
12 jurisdiction exists in the County of San Diego, State of California pursuant to the legal services  
13 contract entered into between GIAG and G & H from which this dispute arises; and (iii) the events  
14 complained of herein occurred in the County of San Diego, State of California.

15 STATEMENT OF THE CASE

16 13. GIAG retained G & H's services in association with an ongoing piece of civil  
17 litigation against a former principal of its predecessor entity among other defendants, following  
18 GIAG's purchase of the predecessor entity's assets out of a receivership.

19 14. G & H's agreement to represent GIAG in that ongoing litigation was memorialized  
20 and set forth in a writing captioned "Legal Services Contract" (the "Contract").

21 15. The Contract was fully executed by GIAG.

22 16. G & H performed substantial work and expended considerable time, effort and skill  
23 on behalf of GIAG in the ongoing litigation pursuant to the Contract.

24 17. As a result of its representation of GIAG, G & H incurred costs and experts fees in  
25 the approximate amount of two hundred ninety-seven thousand, nine hundred and forty-six dollars  
26 (\$297,946), plus interest.

27 18. In response to a conflict created by GIAG, G & H exercised its right to terminate its  
28 representation of GIAG under the Contract.

1 19. G & H timely and routinely tendered detailed invoices to GIAG with supporting  
2 billing records for payment throughout the course of the parties relationship and thereafter.

3 20. GIAG allowed and continues to allow G & H's invoices to go unpaid and has refused  
4 to bring its account current, despite demand.

5 21. In response to GIAG's refusal to bring its account current, G & H provided notice of  
6 its claim. In association with its claim, G & H advised GIAG of its right to arbitrate the claim,  
7 which GIAG waived and failed to pursue. G & H exhausted its administrative remedies per the  
8 Contract prior to bringing this action.

9 **FIRST CAUSE OF ACTION**

10 **(Breach of Contract Against GIAG, the JAHNKES and DOES 1 through 25)**

11 22. G & H incorporates each of the preceding paragraphs above by reference as if fully  
12 set forth herein.

13 23. G & H and GIAG entered into the valid, binding Contract requiring G & H to provide  
14 legal services for GIAG in exchange for a negotiated payment.

15 24. G & H did all, or substantially all, of the significant things that the Contract required  
16 it do and/or was excused by GIAG's nonperformance.

17 25. Notwithstanding G & H's full performance, GIAG failed and continues to fail to  
18 tender payment to G & H for its services per the Contract.

19 26. As a direct and proximate result of the conduct of GIAG and DOES 1 through 25,  
20 inclusive, G & H was harmed and damaged in an amount to be proven at trial.

21 **SECOND CAUSE OF ACTION**

22 **(Breach of the Implied Covenant of Good Faith and Fair Dealing Against GIAG, the**  
23 **JAHNKES and DOES 1 through 25)**

24 27. G & H incorporates each of the preceding paragraphs above by reference as if fully  
25 set forth herein.

26 28. G & H and GIAG entered into the valid, binding Contract requiring G & H to provide  
27 legal services for GIAG in exchange for a negotiated payment.

1 29. G & H did all, or substantially all, of the significant things that the Contract required  
2 it do and/or was excused by GIAG's nonperformance.

3 30. All conditions required for GIAG's performance under the Contract occurred and/or  
4 were excused.

5 31. Notwithstanding G & H's full performance and the occurrence of all conditions  
6 requiring GIAG's performance, GIAG unfairly interfered with G & H's right to receive payment  
7 under the Contract.

8 32. As a direct and proximate result of the conduct of GIAG and DOES 1 through 25,  
9 inclusive, G & H was harmed and damaged in an amount to be proven at trial.

10  
11 **PRAYER FOR RELIEF**

12 WHEREFORE, G & H prays for a judgment against defendants, and each of them, as  
13 follows:

- 14 1. For general damages according to proof;  
15 2. For special damages according to proof;  
16 3. For reasonable attorney's fees;  
17 4. For costs of this suit; and  
18 5. For such other and further relief as the Court may deem just and proper.

19  
20 Respectfully Submitted,

21 Dated: February 12, 2018

GORDON & HOLMES

22  
23 By:

  
24 FREDERIC L. GORDON  
25 RHONDA J. HOLMES  
26 ANDREW G. NAGURNEY  
27 Attorneys for GORDON + HOLMES LLP  
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Frederic L. Gordon, Esq.</b> (SBN 98994) <b>Gordon + Holmes</b> <b>223 West Date Street</b>  <b>San Diego, CA 92101</b> TELEPHONE NO. 619-696-0444 FAX NO. 619-696-1144 ATTORNEY FOR (Name): <b>Plaintiff</b>		<b>FOR COURT USE ONLY</b>  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of San Diego  <b>02/15/2018 at 02:44:36 PM</b>  Clerk of the Superior Court By <b>Valeria Contreras, Deputy Clerk</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Diego</b> STREET ADDRESS: <b>330 West Broadway</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>San Diego 92101</b> BRANCH NAME: <b>Central</b>		
CASE NAME: <b>Gordon + Holmes, LLP vs Global Imaging Acquisition Group, LLC, et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: <b>37-2018-00008261-CU-BC-CTL</b>  JUDGE: <b>Judge Joel R. Wohlfiel</b> DEPT:		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above-listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Two (2)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 15, 2018

Frederic L. Gordon, Esq.  
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

#### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

## Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other P/IPD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other P/IPD/WD

## Non-P/IPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-P/IPD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

## Enforcement of Judgment

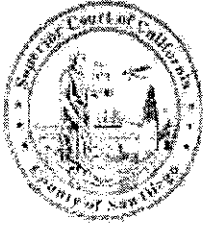
Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint  
RICO (27)

Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition  
Partnership and Corporate Governance (21)

Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2018-00008261-CU-BC-CTL

CASE TITLE: Gordon + Holmes LLP vs Global Imaging Acquisition Group

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.



**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### Local ADR Programs for Civil Cases

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, Individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
BRANCH NAME:	Central
TELEPHONE NUMBER:	(619) 450-7073
PLAINTIFF(S) / PETITIONER(S): Gordon + Holmes LLP	
DEFENDANT(S) / RESPONDENT(S): Global Imaging Acquisition Group LLC et al.	
GORDON + HOLMES LLP VS GLOBAL IMAGING ACQUISITION GROUP LLC [IMAGED]	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2018-00008261-CU-BC-CTL

# CASE ASSIGNMENT

Judge: Joel R. Wohlfeil

Department: C-73

COMPLAINT/PETITION FILED: 02/15/2018

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	07/27/2018	01:30 pm	C-73	Joel R. Wohlfeil

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

**COURT REPORTERS:** Court reporters are not provided by the Court in Civil cases. See policy regarding normal availability and unavailability of official court reporters at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).





Superior Court of California  
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT**

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order in re procedures regarding electronically imaged court records, electronic filing, and access to electronic court records in civil and probate cases for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

**You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).**

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central		<b>FOR COURT USE ONLY</b>
PLAINTIFF(S): Gordon + Holmes LLP		
DEFENDANT(S): Global Imaging Acquisition Group LLC et.al.		
SHORT TITLE: GORDON + HOLMES LLP VS GLOBAL IMAGING ACQUISITION GROUP LLC [IMAGED]		
<b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>		CASE NUMBER: 37-2018-00008261-CU-BC-CTL

Judge: Joel R. Wohlfeil

Department: C-73

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 02/15/2018

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I, the undersigned, declare: that I am, and was at the time of service of the papers  
3 herein referred to, over the age eighteen years and not a party to the action herein referred  
4 to; and I am employed in the County of San Diego, California, in which county the within  
5 mentioned service occurred. My business address is 11440 West Bernardo Court, Suite 204,  
6 San Diego, California 92127.

7 On April 11, 2018, I served the following document(s): **DEFENDANTS GLOBAL**  
8 **IMAGING ACQUISITION GROUP, LLC, CHARLES M. JAHNKE AND JENNIFER**  
9 **JAHNKE'S NOTICE OF REMOVAL TO FEDERAL COURT WITH DEMAND FOR JURY**  
10 **TRIAL**

11 to each addressee named hereinafter as follows:

12 Frederic L. Gordon  
13 Rhonda J. Holmes  
14 Andrew G. Nagurney  
15 GORDON & HOLMES  
16 223 W. Date Street  
17 San Diego, CA 92101



19 by depositing the aforementioned document(s) in a sealed envelope, with  
20 postage thereon fully prepaid, with the USPS First Class Mail, in San Diego,  
21 California.



23 by depositing the aforementioned document(s) in a prepaid sealed envelope  
24 with the Federal Express Overnight Mail, in San Diego, California.




26 by Electronic Transmission via email addresses listed for each addressee.



28 by Facsimile Transmission.



I declare under penalty of perjury that the foregoing is true and correct. Executed  
on April 11, 2018, in San Diego, California.

  
\_\_\_\_\_  
Stephen T. Erb